

IN SENATE OF THE UNITED STATES.

JANUARY 24, 1826.

Mr. JOHNSON, of Kentucky, from the committee to whom was referred the memorial of James Beddo,
REPORTED,

That, in order to give a correct view of this case, the Committee refer to the three papers marked A. B, and C, containing the facts and remarks of the party claiming and his counsel, and those of the Post Office Department.

The Committee cannot see any principle upon which the petitioner can receive any relief from Congress, and recommend the following resolution :

Resolved, That the prayer of the petitioner ought not to be granted.

A.

Memorial of James Beddo, late Contractor for transportation of the Mail, complaining that injustice has been done him by the Post Office Department, and praying relief, &c.

To the honorable the Senate and House of Representatives of the United States, in Congress assembled:

The memorial and petition of JAMES BEDDO, late of the District of Columbia, and now of the State of Alabama, respectfully sheweth:

That, in the month of October, in the year eighteen hundred and twenty-two, your memorialist entered into a contract with the then Postmaster General of the United States, for the transportation of the mail between Coweta, or Fort Mitchell, and Line Creek. between Line Creek and Butler Court House and between St. Stephen's and Ford's, on Pearl River, in the State of Alabama, at the rate of five thousand dollars per annum, payable quarterly, to commence on the 1st day of January, 1823, and to continue in force until the 31st December, 1826, as by reference to the said contract, dated 20th October, 1822, will more fully appear. And your memorialist further shews unto your honorable bodies, that, about the same time, he entered into another contract with the said Postmaster General, for the transportation of the mail between Claiborne and Pensacola, at the rate of one thousand dollars per annum, payable quarterly, to continue during the same period of time, as by reference to the same, dated 26th October, 1822, will appear. And on the 12th February, 1823, he entered into another contract to transport the mail from Claiborne to Blakely, at the rate of fifteen hundred dollars, payable

quarterly, to commence on the 31st March, 1823, and to continue until the 31st December, 1826, as by reference to the same will appear.

And your memorialist further shews, that the said contracts were respectively made upon the conditions usually annexed to the contracts made for the transportation of the mail, and upon no other. That, in full faith and confidence in the justice of the Government, your memorialist went to the State of Alabama to reside, laid out considerable sums of money to enable him fully to comply with the contracts into which he had entered, purchased the necessary horses, and engaged the necessary sub-agents and carriers, and most faithfully labored to perform with care and exactness the duties which he had engaged to execute.

And your memorialist further shews, that neither he nor any one engaged under him, ever did, from the said first day of January, 1823, omit or neglect to perform this duty, or to carry the mail at the places and times specified in the said contracts, unless prevented by inevitable accident which could not be surmounted. That after he entered upon the execution of his said contracts, failures occasionally occurred, which were duly reported to the Department, and accounted for in so satisfactory a manner, that the fines imposed in consequence of them, were remitted by order of the Postmaster General. That several complaints had been made of the said failures, by different individuals, from different motives, but the causes which had produced them, assigned and proved by your memorialist, were recognized as sufficient to exonerate him and his agents from any punishment or censure. And your memorialist further shews unto your honorable bodies, that, in the month of December last, several failures occurred on one of the said routes, of which complaints were made to the Postmaster General, and were so strenuously urged, that this officer found it impossible to believe that they were unfounded or admitted of explanation, and he immediately declared two of the contracts which your memorialist had entered into at an end.

The first intimation received by your memorialist, contained this final decision of the Department, so serious in its results to him, and, as has since appeared, so entirely without any adequate cause. Since that period, he has applied himself to ascertain and investigate the complaints which were urged against him; and in collecting the proper evidence to shew that the failures which led to this rigorous, and, to him, ruinous course, were not properly the subjects of censure, much less deserving of so severe a punishment, and he is fully prepared to shew before your honorable bodies, if permitted so to do, by evidence of the most satisfactory kind, that but three failures occurred on the route at the periods embraced within the complaints; that an unusual and almost unprecedented state of the waters over which the mail was to be transported, had occurred, which occasioned failures not only on the route in which they were made the subject of complaint against him, but extending throughout a large portion of our Southern country, and interposing impediments against

which no vigilance could guard, and which no exertions could surmount. That the failures were the result of inevitable accident; that he was dismissed before any opportunity was afforded him of shewing that he was free from censure; that other contractors, subjected to the same casualties, were treated with more lenity and indulgence; and that during the whole period in which your memorialist carried the mail under his contracts, fewer failures have occurred than at any preceding or subsequent times; and that one of the contracts thus superseded, extended over a route, viz: that between Claiborne and Blakely, upon which but a single failure was ever alleged to have occurred, and that had been explained to the satisfaction of the Postmaster General.

Under these circumstances, without designing in the slightest degree to impugn the principles or motives of the head of the Department, but unhesitatingly admitting that he acted upon information, in the correctness of which he had every ground for reposing confidence, your memorialist considers that he has been unjustly and illegally deprived of a contract which he had forfeited by no misconduct; that, in the settlement of his accounts, he has not received all the allowances to which he was justly entitled; that he has been involved in perplexing embarrassments; that he has been subjected to great expense, vexation, and odium, and he is advised that he has no other hope of obtaining remuneration for his losses, and indemnification for his expenses, than such as is afforded by the justice and wisdom of Congress. In perfect confidence that he is able to satisfy your honorable bodies of the truth of each and every of the foregoing allegations upon which he rests his claim, he most respectfully petitions for such relief as, upon examination, his case may be thought to be entitled.

JAMES BEDDO.

B.

POST OFFICE DEPARTMENT,

December 23d. 1825.

SIR: Your letter of the 15th instant, having occasioned a minute and extended examination of the case of James Beddo, to which it refers. I have the honor to reply, that his contracts were forfeited, in consequence of repeated failures in the transportation of the mail, by the operation of a discretionary power specially reserved to the Postmaster General, in the terms of the contracts, after public confidence had been withdrawn from his routes, and the greatest allowable tolerance had been exercised and exhausted. On the 23d of February, 1824, a memorial, signed by upwards of one hundred of the merchants and traders of the city of Mobile, was addressed to the Department, representing the great inconvenience to which they were subjected, by the irregularities of Mr. Beddo's mails; alleging, that from two to four mails were frequently due, and that

a regular arrival of the mail had become a matter of surprise. They go on to declare, that they had submitted in silence to this serious injury, in hopes that the postmasters on the route would report the failures as their duty required, and that the grievance would be redressed; and they intimate, that these agents had been remiss, from negligence, from favoritism, or from interest. It is probable, that the least culpable of these causes operated to produce this impropriety. The Department, however, applied the usual preliminary remedies of fines and threats, and no failures were again reported until the 9th of May; when they succeeded, or were reported, under circumstances more or less aggravated, in the following order: 3d of June, at Fort Mitchell, from the misconduct of the carrier; 10th of July, at Line Creek, both eastward and westward, from the failure of a horse; 23d August, at Line Creek, from the death of a horse; 2d September, at Fort Mitchell, under which date the postmaster at Fort Mitchell affirms, that failures had become so frequent, that they ceased to create surprise; and that the only matter of astonishment was, that they did not occur more frequently, in consequence of the insufficient number of horses, and the bad arrangements of the contractor. On the 26th of September, it was reported by the postmaster at Line Creek, that the southern and eastern mails had both arrived out of due time, and exposed and injured by the weather; in consequence of which fifty packages were compelled to be detained. He re-affirms the existence of great irregularity in the transportation, and of striking deficiency in the means employed by the contractor. On the 16th of December, a wet mail, and consequent loss of a trip, were reported from Fort Mitchell. On the 27th, three successive failures were reported from the same place. On the 16th January, 1825, a failure was reported from Line Creek, which was ascribed, as the postmaster alleges, by the carrier, to the impassable condition of the roads; a circumstance, which he adds was surprising, since travellers passed in various directions, and in different vehicles, appeared to proceed without obstruction. On the 18th of January the postmaster at Mobile wrote, that he should have sent on at an earlier period his preceding return of postage, but for the failures of the eastern mail; there having been five entire failures the latter part of December, on some part of Beddo's line, east of Claiborne. On the 13th of January, a committee of the citizens of Mobile addressed a letter to the Department, in which they confirm, by a strong complaint, the reports of the postmasters, and intimate an apprehension, that an improper lenity towards the contractor had been induced by misrepresentations to the Department, and express a belief, that their memorial of the preceding February had been tempered by a mistaken forbearance. The import of this address appeared to amount to a solicitation that the most rigorous measure should no longer be declined. On these reports of failures, and others which have not been preserved, Mr. Beddo's contracts were forfeited on the 5th of February, 1825. This measure was adopted with great reluctance,

from an unwillingness to inflict so serious an injury on the contractor, however just; and a fear that an increase of compensation would be required under a new contract. The influence arising from these considerations, was limited only by the public interest; and so repeated were the complaints from one end of the route to the other, that a forfeiture seemed to be the only alternative. In addition to the public inconvenience arising from these failures, the Department sustained some loss of character. It was observed with deep mortification, that a publication in one of the Alabama papers, "*that a wagon loaded with cotton had passed on this route, while there was a failure of the mail,*" was re-published in almost all the papers of the Union.

To diminish, as far as practicable, the injurious consequences of this necessary measure, the successor of Mr. Beddo was requested to purchase at a fair price the horses and other means of transportation, which he might have on the line; but, in answer to this request, under date of the 27th of February, Mr. Johnson observes—"In fact, Mr. Beddo has had no horses this some time, that I should like to depend on." In extenuation of these manifold irregularities, and serious public inconvenience and dissatisfaction, Mr. Beddo furnished some palliative representations from time to time, before the forfeiture of his contract; but the failures appearing to happen more frequently than evidence in explanation of them could be collected, he has, since the forfeiture, procured and exhibited more. In the course of last summer, relying upon these, he called the attention of the Department to his case, and made application to it, for indemnity. An attentive examination was given to the evidence he presented; but it was found, that the utmost relief that could be afforded by the Department, was the remission of the fines he had incurred; to which effect a letter was addressed to him on the 25th of June last.

Many of the excuses are considered vague, general, and inapposite, containing the statements of interested persons, and assertions extorted by the operation of importunity or benevolence; sometimes proving too much, and sometimes nothing. They either allege that there were no failures within a certain period of time, to which reports of failures were supposed to have referred; or else, that during such a period, the waters were so high as to render the progress of the riders dangerous and impracticable. Of the first species an instance is found in the affidavit of William Bonner, one of the mail carriers, dated the 12th of March, 1825, in which he affirms there had been no failures of the mail on the routes from Greenville to Montgomery, and from Greenville to Wright's, from the 7th September, 1824, to the 1st November of the same year; during which period he carried the mail on them; and yet the postmaster at Montgomery, on the 7th November, in reply to a letter from the Department of the 16th October, informing him, that in consequence of the numerous failures of Mr. Beddo, it would be necessary to supersede him, observes, "as to Mr. Beddo's failures, he has used every thing

in his power to *prevent*; but his enemies, it appears to me, influences his riders to do as bad as they can to kill his horses; and when in their power to make the trip, they do not care whether or not." He then adds, that he has advised him to assign the service from Fort Mitchell to Butler Court House, which comprehends the section referred to by the mail carrier Bonner, to different sub-contractors; and that Beddo had accordingly put it in the hands of three different sub-contractors, who up to that time, the date of his letter, had performed it *without a single failure*. This letter, as all from the same person respecting Mr. Beddo were, will be found to be written in an apologetical tone, and yet distinctly admits the previous failures, and contradicts the affidavit of the mail carrier, and attributes the failures, not to Beddo, but to his agents. In a letter of the 4th of January, 1825, to the Department, Mr. Beddo says, "From the number of failures to this place, and to Burnt Corn, and above that place, which includes a part of my contract, from a wish to give satisfaction, &c. I have divided that part of my route through the nation to Greenville, in three divisions;" intimating, plainly, that the obstructions were to be removed by the efficacy of better arrangements; and implying a contradiction in the expressions underscored of the mail carrier Bonner. Most of the other evidences of Mr. Beddo appear to be of the second description; they go to induce a belief, that the waters were, at all times referred to by the reports of failures, so high, as to prevent the passage of the mail. Upon the face of them they are so vague and sweeping, as to be of little value; and if they were all admitted to be true, they would falsify the vouchers classed under the former description. They prove such an incessant swell of waters, that there must of necessity have been frequent failures; whereas the other branch of evidence reduces the failures to a small number, and the memorial seems calculated to make the same impression. Waters may rise and be *high*, without being so high as to stop travelling.

Indeed, it will be found that the memorial of the merchants of Mobile, and the postmaster at Line creek, near the two extremities of the most important routes of Mr. Beddo, testify, distinctly, that while Mr. Beddo's mails were interrupted, ordinary travellers proceeded, and conveyed intelligence in advance of the mail. It is further to be observed, that the statements of mail carriers should be received with caution. They are accountable to the contractor, and, in justifying him, they excuse themselves. They will be easily persuaded to think that the weather is too bad for them to proceed, and having caused a failure, will be disposed to aver that the state of the weather rendered it unavoidable. It is hardly worth while to look with severe scrutiny at this evidence. It shows, that in regard to distinct transactions after the lapse of some time, facility of temper, carelessness of habits, or connections of interest, offer means out of which any quantity of this palliating testimony can be procured. Among Mr. Beddo's vouchers are to be found, however, documents of a different and most respectable kind. They relate either to particular facts that

have no available application to the case, or recommend Mr. Beddo to the liberality of the Government, from an apprehension that the failures for which he was removed from the service, had been unavoidable.

The record of a suit brought by Mr. Beddo against one of his sub-contractors is not considered as furnishing any evidence in his favor. It was a proceeding under his control, and no facts were proved, but what he thought proper to adduce.

Knowing that Mr. Beddo received a very small compensation for the difficult and arduous services required by his contract, a disposition was at all times felt, to remit the penalties he incurred by his failures, on the slightest evidence, from a fear, that, by exacting them, he would entirely fail. He was sometimes addressed in the language of encouragement, to stimulate him to greater exertions. Fines were remitted up to the close of his service, more from a motive of kindness to him, and a sincere desire that he should perform his contract, than from the palliating evidence he produced. And after the forfeiture of the contract, to alleviate his misfortunes, all fines were remitted. It was not expected that this act of the Department would be seized upon as evidence to prove that the forfeiture was unjust.

Whilst the public inconvenience, resulting from repeated failures, was manifest, it was sometimes difficult, if not impossible, for the Department to determine the places at which they occurred, as they were not designated in some of the reports.

In forfeiting the contracts, the object was to remedy the injury which the public had sustained through the misconduct of the contractor; and to restore to the mail, which he managed, the large share of confidence which it had lost. This injury and distrust were felt principally at Mobile, and therefore it was necessary to remove Mr. Beddo from service, on the whole line of transportation from Fort Mitchell to Blakely—over against Mobile. This line comprehended more than one contract, and includes one—from Claiborne to Blakely, on which Mr. Beddo alleges no failure is proved. As it is not the object of this representation to divert from the contractor the liberality of Congress, the fact is admitted, that in a letter from the postmaster at Blakely, dated 25th March, 1825, it is stated that no failure between that place and Claiborne, had occurred for the last six months, though one was reported in 1824, said to have been occasioned by high waters. But, this section was so connected with the balance of Mr. Beddo's route, that had no failure occurred on it, it seemed to be improper to disconnect it, in the forfeiture. It would have availed little to remove the contractor from Fort Mitchell to Claiborne, and to have continued him from Claiborne to Blakely, in restoring the mail to the confidence of the large and active commercial interest at Mobile. Mr. Beddo's contracts, though separately formed, related to a continuous piece of service, in its nature inseparable. It may not be improper to remark, that all that part of the line which lies between Claiborne and Fort Mitchell, was placed

in the hands of sub-contractors, which affords a presumption, that Mr. Beddo's interest in that route extended no further than the difference of the compensation received under the contract, and the sum paid to those who performed the service. There is no evidence of an assignment of the service between Claiborne and Blakely, which only formed but little more than one-sixth of the entire line. It may also be suggested, that Mr. Beddo complains in his communications, that the *Postmasters on whom he relied* for information of irregularities in his carriers, instead of informing him, reported them to the Department.

It appears to be the object of Mr. Beddo by his memorial, to produce an impression that, although he might have rendered himself liable, in strict justice, to the forfeiture; yet that justice was enforced against him with peculiar severity, and that equal misconduct had been exhibited by his successor, with comparative impunity. This is an incorrect statement. During the cries of the late cotton speculators, considerable and extraordinary excitement was occasioned at Mobile, by the delay and irregularity of the mails at that period; and the merchants, under the influence of this excitement, and by the sanction of the Department, sent on the route from that city to Augusta, in Georgia, a committee of investigation. On their arrival there, it was understood that they coincided with the reports of the Postmasters, and the vouchers in explanation, which the contractor had furnished, in relieving him from all blame.

I have the honor to be, very respectfully,

Your obedient Servant,

JOHN McLEAN.

Hon. R. M. JOHNSON,

Chairman Committee on the Post Office and Post Roads, Senate.

C.

The undersigned has the honor most respectfully to acknowledge the indulgence that has been extended to him by the honorable the committee to whom his memorial was referred, and he trusts that it will be still further exhibited in a careful examination of the remarks which he feels himself required to make.

It was a matter of surprise to him, that, after the communications he had received from the Postmaster General, and the explanations he had given to that gentleman, he should encounter at the outset of his case before the committee, not only a minute detail of charges long since disproved, but a laborious argument against his case and remarks of at least great and unnecessary severity upon the characters and credit of those who had offered their testimonials in his behalf. Having learned that the Postmaster General had been induced to exert his power in consequence of representations made by and through an honorable member of the Senate, he indulged in the hope, that when that gentleman who had been instrumental in ob-

taining the dismissal of the undersigned, had discovered his error, and, in that honorable and frank manner which ever distinguishes him, expressed his regret for what had occurred and a wish to be instrumental in making amends for the injury that had been inflicted. Such interference would have removed at least, the principal impediments in the way of his succeeding in his application. It is known that the Postmaster General was mainly induced to resort to this measure of harshness and to supercede the contracts, in consequence of representations made by, and through Mr. King, then a member of the Senate from Alabama. That honorable gentleman had, under a sense of duty, applied to the Postmaster General to take the step he did. The same obligation induced him, on his return to Alabama after the rising of Congress, to investigate the merits of the case, and having ascertained the fact, that he had been unconsciously the means of inflicting unmerited injury, he hastened to address the Postmaster General on the subject. Allow me most respectfully and earnestly to direct your attention to the letter of Mr. King, dated May 9th, 1825.

The undersigned also entreats of the committee to accompany him in an examination of the various charges and complaints that have been urged against him, and recapitulated in the report of the Postmaster General. He remarks that, "on the 23d February, 1824, a memorial signed by upwards of one hundred of the merchants and traders of the city of Mobile, was addressed to the Department, representing the great inconvenience to which they were subjected by the irregularities of Mr. Beddo's mails, alleging that from two to four mails were frequently due, and that a regular arrival of the mail had become a matter of surprise." The memorial referred to suggests, by way of doubt, that the Postmasters on the route have failed to make the proper representations "from negligence, feelings of favoritism to the contractors, or a more interested motive." The Postmaster General has sanctioned this high charge of delinquency on the part of the official agents of the Government. Whether any substantial ground exists for this condemnation of numerous and responsible individuals, acting under the most solemn obligations, other than this mere surmise of irresponsible persons, the undersigned has no means of conjecturing. He begs leave to call the attention of the Committee, however, to this paper and a few other documents connected with it. It does not appear to him that this memorial represents the great inconvenience to which the signers were subjected by the irregularities "of Mr. Beddo's mails." The name of Mr. Beddo is not to be found in it. The complaints are of "the irregularity of the mail from Georgia to Mobile," extending over a large extent of country which Mr. Beddo's contracts did not cover, and which might as reasonably be attributed to the deficiencies of other contractors. The memorial, it is true, alleges that "from the best information we have been able to obtain, the failures chiefly take place between Chatahouchy and Blakeley." How great a proportion of them are embraced within the word

chiefly, no facts are stated which will enable us even to conjecture. But Mr. Beddo's contracts did not cover all this ground, and thus even this vague and general charge is not brought home to him.

Had the accusation, however, been less vague and indefinite, the undersigned hoped, from the character of the Postmaster General, that he would have referred the Committee to the opposing documents, which tend far, if not entirely, to his exculpation. The memorial of the citizens of Montgomery is entitled, of itself, to at least equal consideration. That document, dated April 11, 1825, is far more precise in its phraseology. It speaks of the complaints of failures industriously circulated at Mobile, but few of which were known at Montgomery, through which the mail passed. It expresses the firm belief of the authors, that such failures as did actually occur, were in consequence of accidents, against which no vigilance could provide and no activity prevent. That many of them happened on routes over which Mr. Beddo had no control, namely, between Granville and Claiborne, and beyond the Chatahooche in the State of Georgia. They declare their belief that the failures complained of, are not to be ascribed to the neglect or want of perseverance of Mr. Beddo. They speak of him as a faithful and diligent servant of the public, who had been greatly injured by misrepresentation.

A comparison of these two papers will, it is confidently believed, leave an impression favorable to the present application. But a reference is respectfully requested to Mr. King, of the Senate, and Mr. Owen, of the House of Representatives, for information as to the characters and means of forming correct conclusions of the subscribers to the Montgomery representation.

The undersigned also takes leave to suggest to the honorable the Committee, that, shortly after the complaints were received from Mobile, an investigation was made into the case, and, on the 7th July, 1824, the Postmaster General addressed him a letter in which he states that the fines imposed on him for failures had been remitted, and that "from the representations you have made, I am inclined to believe, that your exertions have been greater than they were represented to be, and I am induced to believe, that fewer delays and failures have occurred than the public were led to believe from newspaper paragraphs and other causes."

After this expression of opinion in favor of the exertions of the undersigned, and unfavorable to the verity of the charges against him, it was a matter of extreme surprise, to find it alleged, for the first time, in the report of the P. M. G. that "fines were remitted up to the close of his service, more from a motive of kindness to him than from the palliating evidence he produced." "It was not expected that this act of the Department would be seized upon as evidence to prove that the forfeiture was unjust." Could the undersigned have discovered in any positive intimation to that effect, or had he been left to surmise it from even the most cautious silence or distant insinuation, that these acts of the P. M. G. had resulted from mere feelings of mercy, and not from the dictates of justice and of duty, he

would never have condescended to resort to them as evidence of his faithful discharge of his duty.

The Committee is respectfully requested to examine in detail, the circumstances connected with each of the failures, which have been recapitulated in the report of the P. M. G. The first is contained in the letter of John A. Peck, Assistant P. M. at the Creek Agency. The complaint, if so it can be called, is in these words. "The driver from this place (Fort Mitchell) to the Westward, on the 31st ult. refused to take an extra bag of newspapers which had been sent from the Eastward, and which could not be got into the portmanteau generally used, stating that he had come on horseback, and it would be impossible to take them." It may be asked, is this a failure of the mail arising out of any fault of the contractor or the carrier? It is difficult to perceive wherein the misconduct charged to the latter consists. The P. M. stated that it was an extra bag which could not be put into the portmanteau. It is to be recollected, that the portmanteaus are furnished by the Department, which is, therefore, responsible for the inadequacy in their size; and the Committee will find, in a letter of Mr. Cook, P. M. at Greenville, in April, 1824, that the attention of the Department had been previously called to this very subject. "I take this opportunity to say, that there exists more irregularity in transporting the mail from the want of larger mail bags, than from any source that has come to my knowledge. Parts of mails frequently are suffered to remain in a Post Office for three and four days, for the want of large convenient bags," &c. The fault appears, then, not to be justly attributed to the contractor or the carrier, but to a higher authority, if any where. If the statement given as coming from the carrier, be correct, and it is the basis on which the charge rests, the only misconduct alleged, is, that he did not achieve an impossibility, and carry a bag of newspapers in his arms.

The next failure is stated in the report of Mr. Falconer, P. M. at Montgomery, of July 13th, 1824. It carries with it its own explanation and excuse. "It becomes my duty to inform you of a failure of one mail on the 7th July. I made the necessary inquiry about the cause. A horse died in the nation of Indians, and before another could be got, it was too late for to save the trip." This, with the sickness of the carrier, stated in the same letter, and corroborated by the affidavit of the carrier himself, though the latter has made a slight mistake as to the date, assuredly removes all ground of censure or complaint. If the death of a horse, in the severity of summer weather, in the wilderness, and the sickness of the carrier, accompanied by the strongest evidence of the activity and zeal of the contractor, do not furnish a satisfactory explanation of this failure, none can, in any instance, be adduced. It must be remembered, also, that this evidence is contained in the same communication which contains the report of the failure.

The evidence, as to the alleged failure on the 23d August, is to be found in Mr. Lucas' letter of that date, and the cause of it is stated

by the Post Master to be the death of a horse, carrying with it an ample apology; it appears unnecessary to say any thing further on this point accusation, than that it never was considered of sufficient consequence to communicate it to the undersigned. The next is, it is presumed, misdated, by alleging the failure to have occurred on the 2d September, whereas that was the date of Mr. Peck's report of a failure on the night of August 30th. That report carries its own condemnation on the face of it. The allegation, that "failures have become so frequent that it ceases to be a matter of astonishment," can only be reconciled with truth on the supposition, that the accuser has been guilty of the grossest dereliction of duty, in omitting to report them, contrary to oath of office, as well as to other high obligations. The Department, however, must have known the utter falsity of the concluding sentence of this letter, in which he says, "I have often reported Mr. Beddo, but he exultingly tells me that it is useless to do so, as all his fines have been, and will continue to be remitted." If such reports have often been made, the records of them are not to be found in the Department, which, the Committee must perceive, has been fully examined; and if they were not made, although the failures occurred, the most conclusive evidence has been furnished, that the writer is deficient in all those characteristics which entitle a man to confidence, either as an officer or an individual.

The report of the next failure is made by Mr. Lucas, under date of the 26th of September. A reference is respectfully requested to Mr. King, as to this individual. The complaint here made, is, that fifty packages have been detained, in consequence of injury from the weather, and the whole mail arrived at a late hour. No time is fixed in the contract at which the mail should arrive, and the Committee will perceive, from the report from Mr. Stevenson, the Post Master at Burnt Corn, that, on the very same day, a failure of the same kind occurred on another route, (with a different contractor) from precisely the same cause. As to the allegation of the Postmaster, which derives all its importance from the sanction which it has hastily received from the Department, of the striking deficiency in the means employed by the contractor, the certificate of Mr. Wright, of September 22d. 1825, and the letter of Mr. Falconer, of Sept. 23d, are, it is hoped, sufficient to disprove it. The characters of these individuals, and the credit to which they are respectively entitled, may be obtained from Mr. King and Mr. Owen.

The failure reported on the 16th of December, 1824, is the next in order. A reference to the report of Mr. Crowell, which contains it, will account satisfactorily for this. The mail arrived four hours after it was due, and, on opening it, was found wet. He concludes his report in this manner: "The carrier stated that the portmanteau was kept covered, but that the weather was so very inclement that it was not in his power to keep it dry." Had this allegation not carried on the face of it evidence of its truth, would not Mr. Crowell have intimated a doubt of its accuracy, or have denied it? If true, is the carrier or the contractor to be censured?

The three successive failures, reported on the 27th of December, are stated in Mr. Crowell's letter of that date, and the cause is thus stated: "The cause attributed by the carriers is the high waters." Had this constituted the only evidence of justification, candor would seem to require it should have been stated in the report; but when no reference is made to the contemporaneous report of another Postmaster, Mr. Falconer, it is difficult to account for. This last officer, in his report, dated December 29th, on the subject of the same failures, says, "There has been three lost mails from the East and West, in consequence of the great freshets and heavy rains; the bridges and causeways entirely washed away. The riders of the mails state it is impossible to get along without endangering the loss of the mail and horses." The undersigned cannot omit to call the attention of the Committee to the singular circumstance that, in every instance in which the alleged failure is accompanied with a statement of circumstances which ought to relieve it from censure, no notice is taken, in the report, of such facts; but that, whenever the reporter accompanies his statement of the failure, with remarks however vague, groundless, and inapplicable, such remarks are carefully embodied in, and sanctioned by, the report of the Postmaster General. The Committee will find, in the evidence which has been submitted to it, from various quarters, the most ample proof of the state of the waters during this period, corroborating the grounds which have been urged to excuse these failures, drawn from the Post Office Department, from every quarter of our Southern country, from newspapers at remote places, which must remove every question on the subject.

The failure alleged by Mr. Lucas, in his letter of the 16th of January, 1825, has now, for the first time, come to the knowledge of the undersigned, though every effort has been made to obtain from the Department a knowledge of every complaint that has been urged against him. Whether this omission occurred through accident, or because it had no operation in procuring his dismissal, he cannot determine, but the circumstance will, it is trusted, operate in no way to his injury, that he is unable, at the moment, to adduce evidence of the cause of the failure, or to disprove the circumstances stated by Mr. Lucas. Whether, after what has already appeared in relation to this individual, the committee will be induced to confide in his representations, rests with them to determine.

The failures referred to, in the letter of the Postmaster at Mobile, of January 18th, are evidently, in part, the same as those which have already been commented on, as occurring in December, and officially mentioned as such. This letter has been incorrectly quoted by the Postmaster General. The writer does not say "that there have been five failures on some part of Beddo's line East of Claiborne," or any thing resembling it; but says "the rider came regularly from Claiborne," which was on Beddo's line, but wholly omits to state where the failures occurred. Now, as the undersigned was not the contractor between Greenville and Claiborne, a distance of 85 miles to the Eastward of Claiborne, there is not a shadow of ground to infer

that the Postmaster intended to charge any one of these failures as having occurred on Beddo's line, and the introduction of that circumstance, is a gratuitous interpolation. In connection with this point, the undersigned would also refer to the letter from the Postmaster at Blakely, of March 25, 1825, which states that "his carriers from Claiborne to this office, have arrived here, faithfully and punctually, for the last six months at least, though several mails brought nothing beyond the Creek Agency." Now the Creek Agency being some distance beyond the termination of his, the evidence did not leave it to be conjectured that he might have been answerable for the failures alluded to, but expressly the reverse; so that the interpolation alluded to, was not simply gratuitous, but contrary to the evidence in the case.

The only remaining document referred to, as substantiating these charges, is the report of the Committee of the citizens of Mobile, of the 13th of January. This paper was presented to the Department by Mr. King, of the Senate, and constituted the moving cause which induced the Postmaster General to resort to the measure which is now complained of. The Committee will find it contains nothing more than the same fact stated by the Postmaster at Mobile, of five failures of the mail. It was in reference to this allegation, and the complaint thereon grounded, against the undersigned, that Mr. K. addressed the Postmaster General, in the letter before alluded to. The facts and evidence which satisfied the mind of that gentleman, it was hoped, would have removed every doubt from the mind of the Postmaster General, and, it is still trusted, will be satisfactory to the Committee. Acquainted with the country; with the individuals whose names are attached to the different documents before the Committee, he may be able to give verbal explanations still more full than any that have been exhibited. To him, to Mr. Owen, and to Mr. White, the Committee is respectfully referred.

The undersigned cannot refrain from submitting some observations upon other points contained in the report and documents submitted by the Department to the Committee. It is remarked, that "many of the excuses are considered vague, general, and inapposite, containing the statements of interested persons, extorted by the operation of importunity or benevolence." This is an assertion which the undersigned feels himself constrained, in the most unequivocal manner, to deny, and he has sought in vain, among the documents exhibited by the Department, for the slightest evidence upon which to ground so serious an accusation. The averment, if it has any signification, implies that the individuals who have testified in behalf of the undersigned, have asserted what facts will not warrant. If they have testified simply to the truth, under any influences whatever, the motives which have operated upon them, cannot detract from the weight to which their testimony is entitled. If their assertions are false, the allegation remains to be sustained by proof. Upon what grounds this sweeping denunciation is made, against all the respectable names who have testified in behalf of the undersigned, he is unable to discover. The very circumstances to which reference is made, show, con-

clusively, that this testimony could not have been dictated, or have resulted from any collusion; and even, independently of any thing of this kind, there was, on the face of the accusations, ample ground to justify distrust, if not the most absolute incredulity, as to the truth of the accusations.

It is further remarked, they are so vague and sweeping as to be of little value, and if they were all admitted to be true, they would falsify the vouchers, classed under the former description. "They prove such an incessant swell of waters, that there must of necessity have been frequent failures, whereas the other branch of evidence reduces the failures to a small number, and the memorial seems calculated to make the same impression." The inconsistency is far from obvious. The undersigned exhibited one part of his evidence, to shew what the P. M. G. has in his letter already referred to, admitted, that he is inclined to believe, viz: that the failures have been much less frequent than had been represented to the public, and the other part of it confirms, what he also has the same high authority for asserting, that his exertions were much greater than had been alleged. Wherein the inconsistency consists, it has in vain been attempted to divine.

The next allegation of the Postmaster General, that the merchants of Mobile and the Postmaster at Line Creek, are near the two extremities of the most important routes of Mr. Beddo, is entitled to at least a single remark. Line Creek is about the middle of one route, and Mobile is about twelve miles from Blakely, the extremity of another: So that neither of them is in the predicament stated. That the statements of mail carriers should be received with caution, is unquestionable; but the Committee will discover, on a perusal of testimony, little emanating from this source which is not sustained by other authority. Objectionable as such evidence may be, when standing alone, it is at least equal to much of that adduced against the undersigned, and is certainly to be preferred to insinuations and interpolations which have no foundation even in the accusations of the accusers. The Postmaster General continues: "It is hardly worth while to look, with severe scrutiny, at this evidence. It shows, that, in regard to distinct transactions, after the lapse of some time, facility of temper, carelessness of habits, or connections of interest, offer means out of which any quantity of this palliating testimony can be procured." If, by this, it is intended to insinuate that false evidence has been adduced, let the proof on which such an allegation can rest, be adduced. If it be intended that undue means have been resorted to, to obtain the evidence submitted to the Committee, the undersigned feels himself constrained further to say, in his own behalf, as well as in behalf of his friends, no ground exists on which to sustain such a charge. As to the evidence admitted to be unexceptionable, it is alleged to have no available application to the case, &c. Can a remark of this kind, have been intended to apply to the exculpatory statements accompanying the reports of delinquencies; yet, as these cannot be embraced within the first branch, which is charged with being fabricated afterwards, it is difficult to avoid this conclusion? Was it intended to apply to

Mr. King's letter, and the memorial from Montgomery, or are they to be referred to the other branch of the testimony, which can be increased in quantity at pleasure? No other alternative is left by these sweeping denunciations.

No regard, it appears, is to be paid to the record of the suit brought by Mr. Beddo, because no facts were proved but such as he thought proper to adduce. Has it been insinuated that he failed to produce all of which the case admitted? No. Did he produce the exculpatory evidence? No. The fact then, upon which the objection rests, is assumed without a tittle of evidence, and the conclusion adduced from this imaginary case, is wholly illogical.

In concluding his report, the Postmaster General alleges, "it appears to be the object of Mr. B., by his memorial, to produce an impression that, although he might have rendered himself liable, in strict justice, to the forfeiture, yet that justice was enforced against him with peculiar severity, and that equal misconduct had been exhibited by his successor with comparative impunity. This is an incorrect statement." How an inference, however illogical, can be called an incorrect statement, is not very apparent, but the undersigned had no such object as is attributed to him. He was not disposed to charge the Department with a criminal indulgence to his successor. Nor did he ever suppose that such indulgence, if it existed, could form any ground upon which his claim could be sustained. Still less did he design to admit that his forfeiture was incurred in strict justice. His object was to shew that it was unjust, and when he asserted that other contractors, and particularly his successor, had experienced equal failures, whether excusable or not he did not inquire: the inference he meant to be drawn was, that if justified, as he presumed they were, the mere proof of failure did not justify a forfeiture of his contracts, without investigating whether or not they admitted of excuse. He meant to show that other failures had occurred on other routes, contemporaneous with those on his, which had not been punished; and, therefore, to infer that he ought not to have been deemed criminal without such investigation. He meant to infer that, as those contractors had assigned precisely the same reasons that he did, they corroborated the verity of his assertions, and showed that his representations were not subsequent fabrications. That these were fair inferences, is respectfully submitted to the Committee.

The undersigned will, after this long series of remarks, request the attention of the Committee to one single point further contained in the report. It is the ground upon which a contract was superseded, of which no complaint had been made. It is contained in the single remark, that, the injury and distrust were felt principally at Mobile, it was therefore necessary to remove Mr. B. from the whole line. Admitting the allegation that injury and distrust were felt principally at Mobile, should it not have awakened doubts whether they had any substantial grounds to rest upon? If the other parts of a long route did not entertain them, did it furnish no evidence that they were unmerited? And if they were deserved, did it furnish the

remotest ground for dismissing him from a contract which he is admitted to have satisfactorily performed? If he did faithfully execute that part of his engagements, was no room left to suppose that this distrust ought to have been entertained towards other contractors equally implicated in the general charge, and this injury, at least in part, attributed to them?

The undersigned, in conclusion, would beg the earnest attention of the Committee to his case. Let all the facts be investigated, but let the investigation be full and complete. In property, in character, he has sustained a most severe injury—if he has merited, he must endure it. Conscious of not deserving it, fortified in this conviction by the perusal of the detail of all his alleged faults, he appeals to the records of the Department, to the officers connected with it, for their testimony, whether his contracts have not been at least as faithfully executed as those of his predecessor or successor. He calls upon the Committee to examine and interrogate those who can communicate correct information, and he trusts his case to their sense of justice.

JAMES BEDDO.

